invited for the paving of a street as one work, bids for less than the whole work were not in response to the invitation, and might be disregarded.

Contracts to the lowest bidder are governed by statutes and they are designed rather for the benefit and protection of the public than the bidder. *The State ex rel. State Journal Co. v. McGrath,* 91 Mo. 386. Officials vested with the power usually must award the contract to the person submitting the lowest bid in response to the invitation, *Carter v. Kalloch,* 56 Cal. 335; *Dement v. Rokker,* 126 Ill. 174. Bids for a contract made up of several sections must be considered as for an indivisible contract, *Santa Rosa Lighting Co. v. Woodward,* 119 Cal. 30; *Vincent v. Ellis,* 116 Iowa, 609. In *In re Mahan,* 20 Hun. (N. Y.) 301, and *Matter of the Emigrant Industrial Savings Bank,* 73 N. Y. 395, it was held that a contract made up of several sections must be awarded to the lowest bidder for the whole, not to another bidder who omitted a substantial part of the work to be contracted for.

MUNICIPAL CORPORATIONS—STREETS—DUTIES.—MITCHELL V. TELL CITY, 81 N. E. 594 (IND.).—*Held,* a municipal corporation's duty to keep its streets and sidewalks reasonably safe for public travel is performed when it has prepared and maintained a way of sufficient width, which is smooth and convenient for travel.

It is the duty of a municipal corporation to see that its sidewalks and streets are reasonably safe only, and not as to preclude all possibility of accident. *City of Rockford v. Hilderbrand,* 61 Ill. 155; *Town of Centerville v. Woods et al.,* 57 Ind. 192. And a city is bound to keep its walks in reasonable repair for their entire width. *City of Atlanta v. Milan,* 95 Ga. 135. But *Tritz v. Kansas City,* 85 Mo. 632, holds that a city is bound to keep only so much of its sidewalk in repair as is necessary to render it safe for travel. But defects in sidewalks and streets must be such that a person using ordinary prudence will incur danger in passing over them. *City of Aurora v. Pulfer,* 56 Ill. 270.

NEGLIGENCE—TELEGRAPH COMPANIES—DELIVERY OF MESSAGE—W. U. T. CO. V. GAMBLE, 101 S. W. 1166 (TEX.) Where a telegraph company neglected to deliver a message addressed to one "Gamble," addressee's correct name being "Gambill," and he being well known in the town, *held,* that the company was not relieved of the duty of delivering a message to the addressee.

When the addressee of a telegram is not at the place of address, it is not sufficient for the company to leave the telegram at the place of address, but it must use reasonable diligence to find him. *W. U. T. Co. v. De Jarles,* 8 Tex. Civ. App. 109. So also it was held in the case of *W. U. T. Co. v. Wood,* 56 Kan. 737, that when the person to whom the message was addressed, was out of town, so that personal delivery could not be made, it was the duty of the company to deliver the message either to those in charge of the business, or to the members of his family at his residence. The law has even been carried so far as to say, that even though the telegraph company made an ineffectual attempt to find the addressee, it is liable, when as a matter of fact, the addressee lived in the town. *W. U. T. Co. v. McKibben,* 114 Ind. 511, and in the case of *W. U. T. Co. v. Newhouse,* 6 Ind. App. 422, it was held not sufficient to leave the telegram at the specified address, when the addressee could have been found by looking in the city directory. The greatest care must be used in locating the addressee, as in the case of *Herran v. W. U. T. Co.,* 90 Iowa 129, where the telegraph company might have located the addressee by greater diligence. The court in *Pope v. W. U. T. Co.,* 9 Ill.

App. 283, said that it would be a limitation upon the duty of the telegraph company to say that a message need only be delivered at the place where addressed.

NEGLIGENCE—UNPROTECTED TURNTABLE—INJURY TO CHILD.—THOMPSON v. BALTIMORE & O. R. Co., 67 ATL. 768 (PA.). Where a railroad erects on its own land a turntable, *held,* that it is under no duty to take special precaution for the safety of children, though the turntable may tend to attract them and expose them to danger. Mestrezat, J., *dissenting.*

A landowner is under no obligation to keep his lands safe for a mere trespasser. *Hounsell v. Smyth,* 7 C. B. N. S. 731. From this general doctrine there was a departure in the famous "turntable cases." In the original of these, *Sioux City, etc., R. Co. v. Stout,* 17 Wallace 657, the Supreme Court of the U. S. decided that a landowner who makes changes on it in the course of its beneficial use, which tend to attract children and expose them to danger, is under a duty to take special precaution for their safety. Where railroad turntables have been left insecurely fastened, and children have been hurt while playing on them, the railroad company has been held liable in the following jurisdictions: Minn., Mo., Kan., Ga., Wash., Cal., S. C., and Neb. The tendency of later decisions is decidedly against the imposition of such a duty. In *Gillespie v. McGowan,* 100 Pa. 144, it is said that if such a doctrine were carried to its logical conclusion it would charge the duty of protection of children upon every member of the community except the parent. A number of states support the doctrine that the fact that the trespasser is an infant of tender years affords no reason for modifying this rule, and charging the landowner with a duty which does not otherwise exist. *The Delaware, etc., R. Co. v. Reich,* 61 N. J. L. 635. The doctrine of the "turntable cases" has also been disapproved in N. Y., Va., Mass., N. H., R. I., Mich., W. Va. and Texas.

NOTES—FORGERY—FRAUD—DECEIT.—BIDDEFORD NAT. BANK v. HILL, 66 ATL. (ME.) 721.—*Held,* that where a person, not intending to sign a promissory note, but by fraud and deceit has been tricked into signing an instrument which afterwards proves to be a promissory note, such instrument is a forgery, although the signature affixed thereto is genuine.

Intent to defraud is the essence of the crime of forgery. *State v. Redstake,* 39 N. J. 365; *Comm. v. Henry,* 118 Mass. 460. It has been said that every instrument that fraudulently purports to be what it is not is a forgery when the falseness relates to a material fact. *The Queen v. Ritson,* 1 L. R. C. C. 200; *State v. Kattleman,* 35 Mo. 105. If a man sign his own name with the intention that it shall be taken for the name of another of the same name, it is forgery. *Meade v. Young,* 4 T. R. 28; *Barfield v. State,* 29 Ga. 127. A mere false representation, however, where the signature is not false, is not sufficient to constitute the crime. *Rex v. Story, Russ & Ry.,* 81. And where the instrument is genuine and the fraud of defendant consists in holding himself out as the party who made it, forgery is not committed. *The King v. Hevey,* 1 Leach. (3rd ed.) 268. But if the writing is done for another and his designs are fraudulent so as to make it forgery if he had written it himself, the instrument is a forged one. *Caulkins v. Whisler,* 29 Iowa 495; *People v. Drayton,* 41 App. Div. 40. "It is not necesary that the fraudulent intent should be in the mind of the one whose hand holds the pen." *Comm. v. Foster,* 114 Mass. 311; *Gregory v. State,* 26 Ohio St. 510.